

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DANA STEPHENSON

Plaintiff,

Civil Action No.: 20-cv-01332

-against-

EXCLUSIVE MOTOR-SPORTS LLC, EXCLUSIVE
MOTOR SPORTS & COLLISION CENTER LLC,
EXCLUSIVE MOTOR CARS LLC and
BETHPAGE FEDERAL CREDIT UNION,

**ANSWER TO
CROSS-CLAIMS**

Defendants.

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Defendants, Exclusive Motor-Sports LLC, Exclusive Motor Sports & Collision Center LLC, Exclusive Motor Cars LLC (hereinafter, “the Exclusive Motors defendants”), by their attorneys, Ostrer & Associates, P.C., as and for their Answer to the Cross-Claims asserted against them by Bethpage Federal Credit Union (“BFCU”), in its Answer to the Second Amended Complaint filed herein, asserts as follows:

ANSWERING THE FIRST CROSS-CLAIM

1. Answering ¶ 114 of the Cross-Claim, admit that Saaed Moslem executed the referenced agreement as Vice President of “Exclusive Motor Sports” and otherwise deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations stated or contained in ¶ 114 of BFCU’s Cross-Claims.
2. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations stated or contained in ¶ 115 of BFCU’s Cross-Claims.
3. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations stated or contained in ¶s 116, 117 and 119 of BFCU’s Cross-Claims and refer the Court to the referenced document as the best evidence of the contents thereof.

4. Deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations stated or contained in ¶ 118 of BFCU's Cross-Claims.

5. Deny the allegations contained in ¶ 120 of BFCU's Cross-Claims.

ANSWERING THE SECOND CROSS-CLAIM

6. Deny the allegations contained in ¶s 121 and 122 of BFCU's Cross-Claims.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

7. To the extent that the Exclusive Motors Defendants, or any of them, are found liable to Plaintiff, the Exclusive Motors Defendants are entitled to judgment over and against the BFCU on the basis of common law indemnification for the full amount of any verdict or judgment which Plaintiff may recover against the Exclusive Motors Defendants, together with costs.

WHEREFORE, the Exclusive Motor Defendants hereby demand judgment dismissing the Cross-Claims in their entirety; and over and against BFCU for the full amount of any recovery herein by Plaintiff against the Exclusive Motor Defendants, plus fees, costs and expenses incurred in the defense of this action, along with such other and further relief as this Court deems just and proper.

Dated: Chester, New York
November 24, 2020

Yours, etc,

David L. Darwin
Ostrer & Associates, P.C.

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TO: All counsel of record via E-file